

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is made as of JANUARY 8, 2018, between Lauren Burch (BURCH) and the North Carolina Department of Public Safety ("NCDPS"), the North Carolina State Bureau of Investigation ("NCSBI"), Alcohol Law Enforcement Branch ("NCALE"), John Ledford, individually and in his former official capacity as the Director of the NCALE, Mark Senter, individually and in his official capacity as the Branch Head of the NCALE, Kendall Pike, individually and in his official capacity as the Assistant Deputy Director of the NCALE, and the North Carolina Department of Justice (Collectively "STATE DEFENDANTS"). This Agreement refers to BURCH and STATE DEFENDANTS together as "the Parties."

WITNESSETH

WHEREAS, BURCH filed a contested case petition in the Office of Administrative Hearings, case number 12 OSP 8548, a Petition for Judicial Review in the Superior Court of Carteret County, Case No. 15 CVS 518 and a lawsuit in the Superior Court of Carteret County, Case No. 15 CVS 452 (collectively, the "Lawsuits");

WHEREAS, consistent with the terms and conditions of this Agreement, the Parties desire to resolve the Lawsuits without the uncertainty of further litigation, including appeals;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Mutual release and discharge. In consideration of the promises in the following numbered paragraphs, BURCH and STATE DEFENDANTS hereby fully release and forever discharge each other and each other's officers, directors, agents, employees, servants, representatives, successors, divisions, affiliates, customers, insurers, and assigns from any and all claims, demands, actions or causes of action, or suits of law or in equity of whatever kind or nature, including attorney's fees, whether based upon tort or contract, or any other legal or equitable theory of recovery, known or unknown, past, present, or future, suspected to exist or not suspected to exist, anticipated or not anticipated, which have arisen or are now arising or hereafter may arise, and without limiting the generality of the foregoing, in connection with the subject-matter of the Lawsuits, and any event surrounding that subject-matter.
2. Dismissal of Pending Action. Within five business days of the delivery of the Settlement Payment under paragraph 4 of this Agreement, BURCH shall file a notice of voluntary dismissal with prejudice of the aforementioned Carteret County Superior Court lawsuit, File No. 15 CVS 452.
3. Withdrawal of Appellate Rights. Within five business days of the delivery of the Settlement Payment under paragraph 4 of this Agreement, any party that has filed a notice of appeal from any judgment or order entered in the Lawsuits shall file a notice of withdrawal of its appeal, or file a motion to dismiss its appeal, as appropriate pursuant to Rule 37(e) of the North Carolina Rules of Appellate Procedure.

4. **Settlement Payment.** In consideration of the promises and covenants in this Agreement, STATE DEFENDANTS shall pay a total settlement amount of \$20,000. The settlement checks shall be in the amount of \$18,661.61 payment by check, written out to Haithcock, Barfield, Hulse & Kinsey, PLLC Trust Account, and delivered to Haithcock, Barfield, Hulse & Kinsey, PLLC, c/o Glenn Barfield, 231 East Walnut Street, Post Office Drawer 7, Goldsboro, North Carolina 27533., and \$1,338.39 made payable to to Southern States Police Benevolent Association in care of Glenn Barfield, Haithcock, Barfield, Hulse & Kinsey, PLLC.
5. STATE DEFENDANTS shall deliver the checks within twenty-one days after the Agreement's effective date.
6. IT IS FURTHER AGREED AND UNDERSTOOD that the payment of the above stated consideration is not to be construed as an admission of liability on the part of the STATE DEFENDANTS, but that the STATE DEFENDANTS contend that the payment of such consideration is made only in settlement of doubtful and disputed claims and to otherwise buy their peace, liability or improper conduct of any kind on the part of the STATE DEFENDANTS being expressly denied. In particular, it is understood that the STATE DEFENDANTS, vehemently deny the allegations and claims asserted by BURCH, including BURCH'S claims for alleged violations of North Carolina common law or any other claim or allegation made, or which could be made, by BURCH; and contend and aver that the claims and allegations made against

the STATE DEFENDANTS have no basis in law or fact; that BURCH'S rights were at all times protected and observed, and contend and aver that in all respects and at all times the STATE DEFENDANTS, acted properly, lawfully, and in good faith.

7. Modifications. Any modification or amendment to this Agreement must be in writing and signed by all the Parties.
8. Opportunity to Consult Counsel. The Parties acknowledge that they have consulted with independent, competent counsel of their choice with regard to this Agreement and the subject-matter hereof. Each party enters into this Agreement with full knowledge of its legal rights, duties, and obligations. The Parties acknowledge that they sign this Agreement as their own free act.
9. Voluntary Agreement. The Parties represent and warrant that they have reviewed this Agreement carefully, that they understand all of its terms, that they have voluntarily and knowingly executed this Agreement, and that they fully appreciate the effect of executing this Agreement. The Parties agree and acknowledge that they have had sufficient time to consider this Agreement and its ramifications without coercion or intimidation before executing it.
10. Indemnification. Ms. BURCH agrees to indemnify and hold harmless, excluding costs of defense, STATE DEFENDANTS for all claims asserted by, through, or under BURCH.
11. Interpretation. Each of the Parties acknowledges that this Agreement reflects the joint drafting efforts of the Parties. In the event any dispute,

disagreement, or controversy arises regarding this Agreement, the Parties shall be considered joint authors, and no provision shall be interpreted against either because of authorship.

12. Taxes. BURCH agrees that she, and not any of the STATE DEFENDANTS, is responsible for payment of taxes, interest, or penalties that may be required by any taxing authority in connection with the payment of the Settlement Payment.
13. Governing Law. The parties agree that the interpretation of this agreement shall be controlled by the law of the state of North Carolina.
14. Entire Agreement. This Agreement constitutes the entire agreement of the Parties relating to the Lawsuits and supersedes all prior oral and written agreements relating to the subject matter of this Agreement.
15. Signed Counterparts. This Agreement may be signed in several counterparts, each of which shall be deemed an original. Facsimile or electronic signatures affixed to this document shall have the same force and effect as original signatures.
16. IT IS UNDERSTOOD AND AGREED that after the date hereof, any provision of this Agreement and Release is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Release, such provisions shall be fully severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

17. In further consideration of the payment made hereunder, BURCH agrees to protect, indemnify and hold harmless the herein named STATE DEFENDANTS and their respective related and affiliated insurance companies, and their respective agents, elected officials, servants, heirs, executors, administrators, personal representatives, successors and assigns, against any claim, action, suit or demand which may have been or may hereafter be brought or instituted by or for BURCH or on her behalf against the STATE DEFENDANTS, or any of them, by any other person or entities because of or in any manner arising from the incidents hereinbefore described. BURCH expressly reserves the right to institute action against any defendant not named in this Settlement Agreement regarding claims unrelated to the actions of the STATE DEFENDANTS which are the subject matter of the lawsuits.

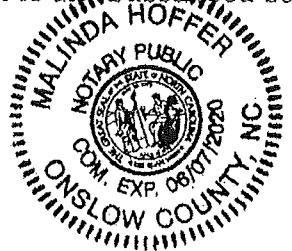
18. Effective Date. This Agreement is effective on January 8, ²⁰¹⁸
2017. ^{FB}

[SIGNATURE PAGE TO FOLLOW]

Dated: January 8, 2018

Lauren Burch
Lauren Burch

Sworn to and subscribed before me on this 8 day of January, 2018



Malinda Hoffer
Notary Public

Dated: 2-6-18

Terrence L. Merriweather
Branch Head, N.C. Alcohol Law Enforcement

Sworn to and subscribed before me on
this 6th day of February, 2018

Donna West Johnson
Notary Public



Dated: 2/6/18

JOSHUA H. STEIN
ATTORNEY GENERAL

By: Jammer S. Hill
Joy Strickland, Jammer S. Hill
Special Deputy Attorney General

[END OF AGREEMENT]